



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>EASTFIE641A</b>		SC	Dept. MLH	A	Contract Number	
County Department <b>Behavioral Health</b>			Dept. MLH	Orgn. MLH	Contractor's License No.		
County Department Contract Representative <b>Johnnetta Gibson</b>			Telephone <b>909-387-7747</b>		Total Contract Amount <b>\$1,785,330</b>		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date <b>7/1/2003</b>	Contract End Date <b>6/30/2004</b>	Original Amount <b>\$1,785,330</b>	Amendment Amount		
Fund <b>AAA</b>	Dept. <b>MLH</b>	Organization <b>MLH</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No.	Amount <b>\$1,785.330</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name <b>Wraparound Mental Health EPSDT Medi-Cal Outpatient Services</b>			Estimated Payment Total by Fiscal Year				
			FY <b>03/04</b>	Amount <b>\$1,785,330</b>	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Eastfield Ming Quong  
Children & Family Services  
 Address 251 Llewellyn Ave.  
Campbell, CA 95008  
 Telephone 408-364-4007 Federal ID No. or Social Security No. \_\_\_\_\_

hereinafter called Contractor and/or EMQ

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, County desires to purchase and Contractor desires to provide certain mental health services; and,

**WHEREAS**, this agreement is authorized by law,

**NOW, THEREFORE**, the parties hereto do mutually agree to terms and conditions as follows:

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Schedule A - Planning Estimates

Exhibit A - Provisional Rates

Addendum I - Description of Program Services

Attachment I - Outpatient Pre-Authorization Matrix

Attachment II - Information Sheet

## I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

## II Contract Supervision

The Director, Department of Behavioral Health, hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

In addition, a Wraparound Administrative Sub-Committee will provide administrative oversight (along with the Wraparound Community Team) for the County's Wraparound services contracts. The Sub-Committee will consist of representatives of: Dept. of Children's Services (DCS); Dept. of Behavioral Health (DBH); a DCS Supervising Social Service Practitioner; a DCS Program Specialist; a Human Services System (HSS) Staff Analyst, a HSS Accountant, and the EMQ Program Director and/or designated representative, who will be collectively responsible for monitoring the wraparound process to ensure compliance with agreed upon services, policies and procedures.

## III Performance

- A. Contractor shall provide Seven Hundred Seventy Two Thousand Six Hundred Ninety (772,690) minutes of rehabilitative mental health services under this agreement, which are further described in the attached Addendum I, to persons requesting services, within the city of San Bernardino and designated bordering cities and who are referred pursuant to the procedures set forth in Addendum I.

- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries ages 0 to 21 in accordance with section applicable provisions of law.
- C. Services shall be provided in accordance with Attachment I, Outpatient Pre-Authorization Matrix, of this agreement
- D. Compliance with Attachment I, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino, Department of Behavioral Health (DBH) Compliance Unit.
- E. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment I, Outpatient Pre-Authorization Matrix.
- F. Training regarding the contents and use of Attachment I, Outpatient Pre-Authorization Matrix will be available upon request by the Contractor. Contractor staff may request said training by calling the County of San Bernardino DBH Access Unit at (909) 387-7040.
- G. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

- H. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

I. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).

- J. If for any reason, information in Addendum I and Attachment I conflicts with the basic agreement, then information in the Addendum I and Attachment I shall take precedence in the order noted.

IV Funding

- A. The maximum financial obligation of the County is limited by the available State and County funds for this agreement. The maximum financial obligation of the County under this agreement shall not exceed the sum of One Million Seven Hundred Eighty Five Thousand Three Hundred Thirty Dollars (\$1,785,330), which represents the total of (1) the maximum County EPSDT funding to Contractor, and (2) the Federal Financial Participation funding to Contractor.

- B. The maximum County funding to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is Eight Hundred Ninety Two Thousand Six Hundred Sixty Five Dollars (\$892,665), which consists of Net County Funds in the amount of zero (\$0), and the EPSDT Medi-Cal State General Fund (SGF) share in the amount of Eight Hundred Ninety Two Thousand Six Hundred Sixty Five Dollars (\$892,665).
- C. The Federal funding to Contractor hereunder is Eight Hundred Ninety Two Thousand Six Hundred Sixty Five Dollars (\$892,665).
- D. If the Contractor determines that the initial Federal funding is inadequate, the Contractor may transfer funds from the Net County funding to the Federal funding, with the prior written approval of the Director or designee.
- E. It is understood that the aforementioned EPSDT funding referenced above in paragraph B is an amount that represents the State share (50.00%) for EPSDT services provided by Contractor based on the increased costs of Medi-Cal services compared to the baseline as defined by State DMH Information Notices 98-03 and 98-12.
- F. It is understood between the parties that the Schedule A, attached, is a budgetary guideline required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported on Schedule A. Funds may not be transferred between modes of service without the prior written approval of the Director or designee. The Contractor may submit a new Schedule A prior to April 15, 2004.
- G. Contractor agrees to renegotiate in good faith the dollar value of this contract, at the option of the County, if the annualized projected minutes of time for any mode of service based on claims submitted through February 2004, is less than 90% of the projected minutes of time for the modes of service as reported on Schedule A or as revised and approved by the Director in accordance with Article IV, Paragraph F., above.
- H. If the annualized projected minutes of time for any mode of service, based on claims submitted through February 2004, is greater than/or equal to 110% of the projected minutes of time reported on Schedule A, or as revised and approved by the Director

or designee in accordance with Article IV, Paragraph F., above, the County and Contractor agree to meet and discuss renegotiating this agreement to accommodate the additional minutes of time provided.

- I. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its funding coming to the State Medi-Cal Program, the County agrees to meet with Contractor to discuss renegotiating the total minutes of time required by this agreement.

#### V Payment

- A. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described by this agreement up to the maximum financial obligation, as described in Article IV Funding, and as limited by the State of California Schedule of Maximum Reimbursement Rates, latest edition.
- B. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VII Final Settlement: Audit.
- C. Pending a final settlement between the parties based upon the post contract audit, it is agreed that the parties shall make a preliminary cash settlement within 120 days of the expiration date of this agreement as described in Article VI Preliminary Settlement: Cost Report.
- D. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis as follows:
  1. Reimbursement for Net County services provided by Contractor will be at the actual cost to Contractor in providing said services.
  2. Reimbursement for Federal funded services provided by Contractor will be at the rates set forth in Exhibit A attached hereto and incorporated here at by reference.

3. Payment for EPSDT services provided by Contractor will be based on the increased costs of Medi-Cal services compared to the baseline as defined by State DMH information Notices 98-03 and 98-12.
- E. Contractor shall bill County monthly in arrears for Net County and Federal funded services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within 30 days following receipt of a complete and correct monthly claim, County shall make payment in accordance with Article V, Paragraph D., above. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted in Article V, Paragraph E. 1., below.
1. No single monthly payment for combined Net County, Federal funded and EPSDT services shall exceed one twelfth (( 1/12) of the maximum combined Net County funding initial Federal funding and EPSDT funding for the mode of service unless there have been payments of less than one twelfth (1/12) of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to only pay monthly Net County and Federal funded service claims which exceed one twelfth (1/12) of the maximum combined Net County and initial Federal funding for that mode of service. Payment for EPSDT services provided by the Contractor will be as set forth in Article V Paragraph D-3 or 1/12 of maximum financial obligation of County, whichever is less. The maximum combined Net County, Federal and EPSDT funding for a particular mode of service are reflected in the Schedule A.
- F. Contractor shall input Charge Data Invoices (C.D.I.'s) into the San Bernardino Information Management On-line Network (SIMON) by the fifth (5th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in SIMON for the previous month, except for the first three month's claim for reimbursement which will be paid in three payments of one-twelfth (1/12) of the Medi-Cal contract amount each. Services cannot be billed by the County to Medi-Cal until



they are input into SIMON. Other than the first three month's of start-up, the County will not fund services that are not entered into SIMON.

VI Preliminary Settlement: Cost Report

- A. Not later than 120 days after the expiration date or termination of this contract, unless otherwise notified by County, the Contractor shall provide the County Department of Behavioral Health with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Medi-Cal services, when appropriate, except as noted in Article VI, Paragraph B., below.
- B. As set forth in State DMH Information Notices 98-03 and 98-12, there will be an EPSDT cost settlement using claimed service reports reflecting the total Medi-Cal claimed charges for the fiscal year as compared to the baseline. If there is a growth amount which is an excess of claimed charges in the contract fiscal year over the baseline year, then the State share of this growth amount will be calculated. If this calculated amount does not exceed the EPSDT growth amount, there will be a negative adjustment for the amount in the Preliminary Settlement, Desk Audited Cost Report. Settlement cannot exceed the maximum contract amount.
- C. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this agreement. In the event of termination of this contract by Contractor pursuant to Article IX Duration and Termination, Paragraph C., the preliminary settlement will be based upon the actual minutes of time which were provided by Contractor pursuant to this contract. The preliminary settlement shall not exceed One Hundred Forty Eight Thousand Seven Hundred Seventy Eight Dollars (\$148,778) multiplied by the actual number of months or portion thereof during which this contract was in effect.
- D. Notwithstanding Article VII Final Settlement: Audit, Paragraph E., County shall have the option:
  - 1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
  - 2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination

regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.

- E. The cost of services rendered shall be adjusted to the lowest of the following:
  - 1. Actual costs;
  - 2. Actual Short-Doyle/Medi-Cal charges;
  - 3. Maximum cost based upon the State of California Schedule of Maximum Reimbursement Rates, latest edition, for minutes of time provided for each service function; or,
  - 4. Maximum contract amount.
- F. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is(are) complete.
- G. Only the Director or designee may make exception to the requirement set forth in this Article VI, Paragraph A., by providing the Contractor written notice of the extension of the due date.
- H. If the Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V Payment of this agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- I. No claims for reimbursement will be accepted by the County after the cost report is submitted.

#### VII Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning

retention of medical records as set forth in Article XIX Medical Records, Paragraphs A. and B.

- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.
- E. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, or in excess of the calculated EPSDT growth amount calculated pursuant to State DMH Information Notices 98-03 and 98-12, or that funds were reimbursed to Contractor for services not authorized by Attachment I, Outpatient Pre-Authorization Matrix, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:
  - 1. Payment of total.
  - 2. Payment on a monthly schedule of reimbursement.

3. Credit on future claims.
- 
- F. If the Contractor has been approved by the County to submit Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of Medi-Cal claims by mode of service for the fiscal year projected across all Medi-Cal claims by mode of service.
  - G. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

#### VIII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
  1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
  2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
  3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
  4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
  5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.

6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

#### IX Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
  1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  2. There are insufficient funds available to County; or
  3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: XII Personnel, XIII Licensing and Certification, or XXII Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

#### X Accountability - Revenue

- A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost

of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.

- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractor has submitted its cost report in accordance with Article VI Preliminary Settlement: Cost Report.
- D. Under the terms and conditions of this agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the contract period is Zero Dollars (\$0), which is shown on Line 7 of the attached Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Article V Payment, and in its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

#### XI Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- C. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

## XII Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
  
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the county determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, this contract may be immediately terminated. If this contract is terminated according to this provision, the county is entitled to pursue any available legal remedies.

## XIII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

## XIV Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Department of Mental Health Information Notices, and;

2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
  - C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

#### XV Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. CONTRACTOR is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, CONTRACTOR is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. CONTRACTOR will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

#### XVI Patients' Rights



Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

#### XVII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

#### XVIII Admission Policies

- A. Contractor shall develop patient/client admission policies which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by the Administrative-Sub Committee overseeing Wraparound Services in San Bernardino County.
- C. If Contractor is found not to be in compliance with the terms of this Article XVIII, this agreement may be subject to termination.

#### XIX Medical Records

- A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

- 1. For adults and emancipated minors, seven years following discharge (last date of service);
  - 2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).
- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

### XX Quality Assurance/Utilization Review

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

### XXI Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

### XXI Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
  - 1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
  4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of

performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### XXIII Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

#### XXIV Assignment

- A. Contractor shall not assign this agreement, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXV Conclusion

- A. This agreement consisting of twenty two (22) pages, Schedule A, Exhibit A Addendum I Attachment I and Attachment II, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form  
► \_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
Department Head  
Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## ATTACHMENT I

**SAN BERNARDINO COUNTY**  
**DEPARTMENT OF BEHAVIORAL HEALTH**  
**ACTUAL COST**  
**SCHEDULE "A" PLANNING ESTIMATES**  
**FY 2003 - 2004**

**SCHEDULE A**

Page 1 of 2

Prepared by: Maryam Bolouri, Ph.D.

Title: Chief Financial Officer

Contractor Name: EMQ Children and Family Services

Address: 572 N Arrowhead STE 200

San Bernardino, CA 92401

Date Form Completed: 3/21/2003

	PROVIDER NUMBER	36CE	36CE	36CE	36CE			
LINE	MODE OF SERVICE	15	15	15	15			TOTAL
#	SERVICE FUNCTION	01-09	10-50	60	70			
<b>EXPENSES</b>								
1	SALARIES	26,364.96	857,094.06	29,532.48	18,632.48			931,623.98
2	BENEFITS	4,617.13	245,203.43	5,217.09	5,817.06			260,854.71
3	OPERATING EXPENSES	10,493.46	557,279.84	11,857.02	13,220.58			592,850.90
4	TOTAL EXPENSES (1+2+3)	41,475.55	1,659,577.34	46,606.59	37,670.11			1,785,329.59
<b>AGENCY REVENUES</b>								
5	PATIENT FEES							0.00
6	PATIENT INSURANCE							0.00
7	MEDI-CARE							0.00
8	GRANTS/OTHER							0.00
9	TOTAL AGENCY REVENUES (5+6+7+8)	0.00	0.00	0.00	0.00			0.00
10	CONTRACT AMOUNT (4-9)	41,475.55	1,659,577.34	46,606.59	37,670.11			1,785,329.59
<b>FUNDING</b>								
11	MEDI-CAL 100.00%	0.00	0.00	0.00	0.00			0.00
12	MEDI-CAL - COUNTY SHARE 50.00%	0.00	0.00	0.00	0.00			0.00
13	MEDI-CAL - FEDERAL SHARE 50.00%	0.00	0.00	0.00	0.00			0.00
14	MEDI-CAL EPSDT 100.00%	41,475.55	1,659,577.34	46,606.59	37,670.11			1,785,329.59
15	MEDI-CAL EPSDT - COUNTY SHARE 5.00%	2,073.78	82,978.87	2,330.33	1,883.51			89,266.48
16	MEDI-CAL EPSDT - FEDERAL SHARE 50.00%	20,737.77	829,788.67	23,303.30	18,835.06			892,664.80
17	MEDI-CAL EPSDT - SGF SHARE 45.00%	18,664.00	746,809.80	20,972.97	16,951.55			803,398.32
18	HEALTHY FAMILIES 100.00%	0.00	0.00	0.00	0.00			0.00
19	HEALTHY FAMILIES - COUNTY SHARE 35.00%	0.00	0.00	0.00	0.00			0.00
20	HEALTHY FAMILIES - FEDERAL SHARE 65.00%	0.00	0.00	0.00	0.00			0.00
21	FUNDING SUBTOTAL (11+14+18)	41,475.55	1,659,577.34	46,606.59	37,670.11			1,785,329.59
22	NET COUNTY FUNDS (10-21)	0.00	0.00	0.00	0.00			0.00
23	COUNTY/SGF ALLOCATION(12+15+17+19+22)	20,737.77	829,788.67	23,303.30	18,835.06			892,664.80
24	FEDERAL ALLOCATION (13+16+20)	20,737.77	829,788.67	23,303.30	18,835.06			892,664.80
25	TOTAL FUNDING (23+24)	41,475.55	1,659,577.34	46,606.59	37,670.11			1,785,329.59
26	UNITS OF TIME	23,376	727,257	11,022	11,035			772,690
27	COST PER UNIT OF TIME (4 / 26)	\$ 1.77	\$ 2.28	\$ 4.23	\$ 3.41			
28	UNITS OF SERVICE	23,376	727,257	11,022	11,035			772,690

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

DATE

CONTRACTS MANAGEMENT

DATE

DBH PROGRAM MANAGER

DATE



# SCHEDULE A

## SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

### SCHEDULE "A" STAFFING DETAIL

FY 2003 - 2004

#### Schedule A

Page 2 of 2

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	FTE	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
TBD		Clinical Program Manager	51,700	14,476	2.83	\$ 187,498.67	55%	103,199	
TBD		Facilitator	47,000	13,160	7.08	\$ 426,133.33	55%	234,544	
TBD		Family Specialist	28,600	8,008	18.75	\$ 686,400.00	61%	418,979	
TBD		Family Partner	25,000	7,000	1.50	\$ 48,000.00	55%	26,419	
TBD		Program Supervisor	41,400	11,592	1.42	\$ 75,072.00	55%	41,320	
TBD		Executive Director	105,000	29,400	1.00	\$ 134,400.00	55%	73,974	
TBD		Clinical Director	72,080	20,182	1.00	\$ 92,262.40	55%	50,781	
TBD		Parent Involvement Coordinator	44,100	12,348	1.00	\$ 56,448.00	50%	28,247	
TBD		Program Support Specialist	46,200	12,936	1.00	\$ 59,136.00	55%	32,548	
TBD		Community Development Specialist	36,750	10,290	1.00	\$ 47,040.00	0%	0	
TBD		Psychiatrist	292,000	81,760	0.28	\$ 102,784.00	61%	62,739	
TBD		UR/UM	46,000	12,880	0.33	\$ 19,626.67	55%	10,803	
TBD		Research Assistant	34,000	9,520	0.38	\$ 16,320.00	0%	0	
TBD		Billing Specialist	37,800	10,584	1.00	\$ 48,384.00	55%	26,631	
TBD		Secretary/Receptionist	28,000	7,840	1.00	\$ 35,840.00	55%	19,726	
TBD		Admin Assistant	36,750	10,290	1.42	\$ 66,640.00	55%	36,679	
TBD		Human Resource Specialist	36,750	10,290	1.00	\$ 47,040.00	55%	25,891	

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, \_\_\_\_\_

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

Total Program	8.33	TOTAL COST:	\$1,192,479
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\* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

APPROVED:

PROVIDER AUTHORIZED SIGNATURE      DATE      CONTRACTS MANAGEMENT      DATE      DBH PROGRAM MANAGER      DATE

**PROVISIONAL RATES  
FOR MEDI-CAL REIMBURSEMENT CONTRACTORS**

Provider Name: EMQ Children and Family Services

Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes) reported on Charge Data Invoices times the cost per minute derived from Contractor's Fiscal Year 2002-2003 Schedule A Planning Estimates.

Per Contractor's attached Schedule A, rates are as follows:

**Rehabilitative Treatment Services (Mode 15)**

<u>Service Function</u>	<u>Cost Per Minute of Time</u>
Case Management Brokerage (01-09)	\$1.71
Mental Health Services (10-59)	\$2.20
Medication (60)	\$4.09
Crisis Intervention (70)	\$3.29

When Contractor's Fiscal Year 2002-2003 cost report (MH1950) is received by the Department of Behavioral Health in late 2003, the rates indicated in any subsequent agreement between the parties for services will be equal to the Fiscal Year 2002-2003 cost report rates or the **Short-Doyle/Medi-Cal Maximum Allowance (SMA)** Reimbursement Rates, current edition, whichever is less.

**SERVICE(S) DESCRIPTION  
WRAPAROUND MENTAL HEALTH  
EPSDT MEDI-CAL OUTPATIENT SERVICES**

**Provider Name:** EMQ Children and Family Services (EMQ)  
**Address:** 251 Llewellyn Avenue  
 Campbell, CA 95008  
**Telephone:** 408-379-3790  
**Contacts:** Richard T. Clarke, Ph.D. VP of Growth & Development  
 Darrell Evora, Chief Operating Officer  
**Program Title:** EMQ Wraparound Program  
**Program Type:** Outpatient Rehabilitative Wraparound

**I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES**

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

**II. DESCRIPTION OF SERVICE INTENT & GOALS**

**A. MISSION AND GOALS:**

**1. System-wide Service Intent and Goals:**

- a. To assist and support the mental health needs and challenges of children and adolescents at great risk of institutional placement, and their families, to prevent need for locked hospital care, and to allow safe and appropriate care in the least restrictive and least intrusive manner;
- b. To provide outpatient services within the context of the individual's placement, family, culture, language, community, and according to developmental age-appropriate needs.
- c. To provide outpatient services in the placement, clinic, home, school, and community, as appropriate to the treatment needs and service goals of the child and family, as outlined in the child and family treatment plan;
- d. To promote coordination and collaboration in care planning efforts with other program team members, and with other child-serving agencies and institutions involved in delivering services to the children and their families, to insure comprehensive and consistent care;
- e. To direct service objectives towards achieving the individual, family and system-desired results as identified in the Mental Health Service Plan and the program care plan.

**2. Program Specific Description of Service Intent & Goals:**

The EMQ's Wraparound Program is a unique collaborative program that is jointly funded by the San Bernardino County's Department of Children's Services (DCS) and Department of Behavioral Health (DBH). The program will provide community-based highly individualized Wraparound services to seriously emotionally disturbed children and adolescents (up to age 18) who are involved in DCS, Juvenile Probation, or DBH, and who would otherwise be served in intensive out-of-home residential placements. Services will be wrapped around the children/adolescents living with birth parent, relative, adoptive parent, foster-parent, or in specialized foster care. The goals of this service will be to build and maintain a more normative lifestyle in their own community and to prevent more restrictive and costly out-of-home placement. Services will be

tailored to meet the specific and unique needs of the child/adolescent and family.

3. Parent Partner:

A basic tenet of DBH Children's Services is the involvement of parents and families of children and youth with serious emotional disturbances as full partners in every aspect of the system. To support this basic tenet, DBH developed Regional Children and Family Advisory Committees to ensure that families and youth have an equal voice and that services meet the needs identified by families and are sensitive to the unique cultural context and history of each family. The committees participate in reviewing and implementing behavioral health services for children and families in each region by promoting services which are both family-centered and strengths-based.

To support this basic tenet of DBH Children's Services, the Contractor shall hire one full time, paid Parent Partner who is a parent or family member of a child with serious emotional disturbance to work closely with DBH Clinic Supervisors located within the same region. The duties and responsibilities of Parent Partners are either administrative or claimable as a case management / linkage service, but not both.

Parent Partners are expected to provide the following services:

- Offer referral and support services to families
- Ensure services meet the needs identified by families
- Accompany the families to Individualized Education Plan (IEP) meetings
- Facilitate parent support groups
- Provide in-home support services
- Promote collaboration among families, advocates, mental health providers, health care providers and other agency/school personnel
- Serve as a member of the DBH Regional Children and Family Advisory Committee.
- Outreach to family members in the community.

**B. DESCRIPTION OF SERVICES**

1. System-wide Description of Services and Treatment Methods:

DBH outpatient programs provide services according to the EPSDT Medi-Cal Rehabilitation Option. Available treatment methods will include

assessments, plan development, medication evaluation and support services, crisis intervention, individual, group, collateral and family therapy, and rehabilitation and case management services. Services will be provided in a variety of settings, including home, clinic, school, and community agencies as necessary and needed by the clients served.

Services will be individualized and will consider each person's age, maturation level, culture, family values and structure, educational functioning level and physical health. Intensity of service is expected to range from six to over ten hours per week. Due to the intensive nature of the program and the severity of mental health issues, the service duration is expected to range from approximately three to ten months, depending on need.

2. Program Specific Description of Services and Treatment Methods:

EMQ Wraparound will serve children/adolescents and their families in the County of San Bernardino and designated bordering towns. Provision of service will extend into the community and involves the delivery of services in the client's home, neighborhood, school, and in conjunction with other mental health providers and client support networks.

Program staff will facilitate the individualized service planning process which will include conducting strength based assessments, configuring child and family teams representing the family and their informal/formal support network, conducting in-depth life domain needs assessments, and developing individualized child and family service plans. Once the plan is developed, staff will implement and monitor services focused on functioning in the following life domain areas: self-care, health, education, social, vocational, family relationships, and the community.

Services will be provided by a Facilitator/Case Manager and Family Specialists, as required, to implement the individualized plan, and to provide direct home-based and community-based services which include case management, crisis support, individual, family, and group treatment, medication support, assistance with daily living, social skills building, school support, supporting the family environment, advocacy, and ongoing service coordination.

All billable services will be delivered consistent with the EPSDT Medi-Cal Rehabilitation Option. Services will be individualized and will consider each person's age, maturational level, culture, family values and structure, educational functioning level and physical health. The peer group is

utilized as a major resource for individual support, reality testing and feedback

**III. TARGET POPULATION SERVED**

An eligible child is a child who has been adjudicated as a dependent of the juvenile court pursuant to Section 300, or a ward pursuant to Section 602, of the Welfare and Institutions Code and who would be placed in a group home licensed by the California Department of Social Services (CDSS) at a rate classification level of 10 or higher; or a child who would be voluntarily placed in out-of-home care pursuant to Section 7572.5 of the Government Code; or a child who is currently placed or at a risk of being placed in a group home licensed by the CDSS at a rate classification level of 10 or higher.

**IV. PROGRAM PERFORMANCE STANDARDS**

**A. REFERRALS:**

All referrals from the Wraparound Administrative Sub-Committee for mental health services will be documented and summarized according to procedures developed and agreed to by the mental health provider system and the Wraparound Administrative Sub-Committee.

EMQ will accept all referrals from the Wraparound Administrative Sub-Committee which meet the diagnostic and functioning levels as established by the interagency Wraparound Administrative Sub-Committee. All referrals will be screened for consistency with the DBH EPSDT Medi-Cal Rehabilitation Option criteria.

Referrals determined by EMQ to be inappropriate for wraparound mental health services will be redirected by EMQ staff to alternative resources appropriate to resolve the presenting issues.

**B. ASSESSMENTS:**

All referrals for services will be assessed for eligibility according to the following criteria:

1. Evidence of symptoms of mental health problems which meet the criteria for diagnosis in the Diagnostic and Statistical Manual of Mental Disorders 4<sup>th</sup> edition (DSM IV); and
2. Evidence of significant impaired functioning in one or more of the areas of self-care, behavior towards others, family functioning, school

performance, moods/emotions, substance abuse, and/or cultural adjustment, as measured by the Functional Impairment Scale.

**C. HOURS OF OPERATION PLAN:**

**1. System-wide Requirements:**

Outpatient. All outpatient services will be available year-round, seven days a week during business hours and evening hours when appropriate. In addition, EMQ must make arrangements for emergency on-call crises services for clients being served in the program.

**2. Specific Hours of Operation Plan:**

EMQ will be open Monday through Friday from 9:00 AM to 5:00 PM. EMQ staff will be available 24 hours daily as needed to address the regular and emergency needs of the program's clients. EMQ will have daily on-duty staff rotating on a weekly basis and will be available after normal working hours and on weekends through an answering service.

**3. Changes to this plan shall be submitted to the appropriate DBH Deputy Director for approval prior to implementation.**

**D. DISCHARGE:**

Clients shall be discharged from Wraparound mental health services in the following circumstances: 1) upon mutual agreement of the family and EMQ facilitator that the goals of treatment have been met; 2) upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the Mental Health Services Plan; 3) upon parent or guardian's unilateral decision to terminate treatment; 4) upon a good faith determination by EMQ that the individual youth cannot be effectively served by the program; 5) upon a determination that the individual is a danger to other youth, staff or self; 6) upon transfer out of the County or to another region; or 7) by agreement of the Child and Family Team that appropriate follow-up or other service linkage will be made.

Discharge planning will occur throughout the treatment process, with follow-up services provided by the referring Wraparound Administrative Sub-Committee or another community provider. Following crisis service responses (assessment and crisis intervention), the crisis team will either facilitate a psychiatric hospitalization, if necessary, or will facilitate a linkage to follow-up services by DBH, or private therapy, or other mental health service. If the youth has a therapist prior to the crisis intervention, every effort will be made to facilitate follow-up by that therapist.



E. ADMINISTRATIVE PARTICIPATION:

A suitable representative of EMQ shall attend mental health provider meetings regularly, and attend training sessions, seminars or other meetings as scheduled by the Director of DBH or his/her designee.

V. STAFFING

A. MINIMUM STAFFING REQUIREMENTS:

Staffing shall be provided at least at the minimum licensing requirements of the EPSDT Medi-Cal Rehabilitation Option regulations to the extent they are applicable to this program, and consistent with any applicable regulation contained in Titles IX, XIX and XXII of the California Code of Regulations. Staffing assigned to provide Wraparound mental health services shall be provided per the attached Schedule A's Page 2 of 2.

B. NOTICE OF STAFFING VACANCIES AND/OR CHANGES:

Vacancies or changes to EMQ's staffing plan shall be submitted to the appropriate DBH Deputy Director and Program Manager immediately upon EMQ's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing change.

C. ADDITIONAL STAFFING REQUIREMENTS:

EMQ staff hired into the below listed EMQ classifications and who are delivering wraparound services under this agreement shall have specific mental health experience, training and/or skills, per position descriptions, which are to include requirements of licensed waivers/registrations in order, to provide wraparound services.

- Clinical Program Manager
- Facilitator
- Family Specialist
- Family Partner
- Program Supervisor
- Clinical Director
- Parent Involvement Coordinator
- Psychiatrist
- Utilization Management Coordination

At DBH's request, EMQ will provide complete job descriptions for each wraparound mental health service classification listed above, or which are

included in the attached Schedule A's Page 2 of 2, or per EMQ's notice to DBH of a staffing change per Paragraph IV.B. above.

## Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.<sup>1</sup> A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH's policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

---

<sup>1</sup> The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

San Bernardino County Department of Behavioral Health	Outpatient Pre-Authorized Services							
	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
<b>Medi-Cal or Medi-Medi</b>	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
<b>Healthy Families</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
<b>Medicare Only</b> (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
<b>AB2726</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
<b>Indigent</b>	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
<b>Private Insurance</b>	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
<b>Out-of-County</b>	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
<b>CalWORKs</b>	Refer to clinic as Medi-Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
<b>SAMSHA</b> (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, AD Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<b>NOTES:</b> (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.								

REV 10-16-02

**Type I Diagnoses (Serious Mental Illness)\***

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

**Type II Diagnoses (Not Serious Mental Illness)\***

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

**\*NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**

## Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

**Note:** This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has <b>no problems</b> OR has superior functioning in several areas
81 - 90	Person has <b>few or no symptoms</b> . Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are <b>temporary, expectable reactions to stressors</b> . There is no more than slight impairment in any area of psychological functioning.
61 - 70	<b>Mild symptoms in one area</b> OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	<b>Moderate symptoms</b> OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	<b>Serious symptoms</b> OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	<b>Some impairment in reality testing</b> OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	<b>Presence of hallucinations or delusions which influence behavior</b> OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is <b>some danger of harm to self or others</b> OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	<b>Persistent danger of harming self or others</b> OR persistent inability to maintain personal

	hygiene OR person has made a serious attempt at suicide.
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# INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

<b>SECTION I: CONTRACTOR INFORMATION</b>			
Contractor Name:			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name <i>(If Different from Contractor)</i> :			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
<b>Contract Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (      )	E-Mail:	Phone #: (      )	E-Mail:
<b>Claim Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: (      )	E-Mail:	Phone #: (      )	E-Mail:
<b>SECTION II: DBH INFORMATION</b>			
<b>Contract Mailing Address:</b>		<b>Contracts Unit:</b>	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		<b>Myron Hilliard, Accounting Tech</b> 909-387-7592 E-Mail: <a href="mailto:mhilliard@dbh.sbcounty.gov">mhilliard@dbh.sbcounty.gov</a> <b>Doug Moore, Staff Analyst II</b> 909-387-7589 E-Mail: <a href="mailto:dmoore@dbh.sbcounty.gov">dmoore@dbh.sbcounty.gov</a> <b>Patty Glas, Admin Supervisor II</b> 909-387-7170 E-Mail: <a href="mailto:pglas@dbh.sbcounty.gov">pglas@dbh.sbcounty.gov</a> Unit Fax #: 909-387-7593	

**DBH Program Contacts:**

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